

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Borough of Ringwood
County of Passaic, New Jersey**

and the

**United Public Service Employees Union
3555 Veterans Highway
Ronkonkoma, NY 11779**



JANUARY 1, 2011 through DECEMBER 31, 2013

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PREAMBLE

This Agreement made and entered into on JANUARY 19 2012 by and between the BOROUGH OF RINGWOOD, in the COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey ("Borough"), and the UNITED PUBLIC SERVICE EMPLOYEES UNION ("UPSEU") represents the complete and final understanding on all bargaining issues between the Borough and the Union and is designed to maintain and promote a harmonious relationship between the Borough and those of its employees who are covered by Article I of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

The Public Employment Relations Commission has certified the United Public Service Employees Union as the exclusive majority representative for all designated job titles and administrative employees set forth in Schedule A and B herein in matters pertaining to wages, hours of work, and other conditions of employment.

ARTICLE II MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, without limitation, the foregoing:
1. To be the executive manager and have administrative control of the Borough government, its properties and facilities, and the activities of its employees;
 2. Subject to applicable law, to hire all employees, to determine their qualification and conditions for continued employment or assignment, and to promote and transfer employees;
 3. Subject to applicable law, to suspend, demote, discharge, or take other disciplinary action for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under Article I, Paragraph 19 of the New Jersey Constitution, Titles 11, 40, 40A, and 41 of New Jersey Statutes, N.J.S.A. 40A:60-1, et seq., N.J.S.A. 34:13A-1, et seq., or any other national, state, county, or local laws or ordinances.

ARTICLE III UNION REPRESENTATIVES

- A. Union activities, in addition to the rights of representation set forth herein, may be conducted on Borough property provided such activities do not occur during normal work hours, except as set forth below.
- B. The Unit Steward or his/her designee and the aggrieved member(s) shall be allowed to meet the Union's Representative/Attorney during working hours when said meeting is related to grievances, Public Employment Relations Commission (PERC) actions, disciplinary actions or potential disciplinary actions. Such meetings shall be with pay and not in any manner charged against the Unit steward, designee, or aggrieved member so long as the total aggregate time does not surpass two (2) hours for each action. The Unit Steward and aggrieved member(s) shall be allowed to attend any grievance, arbitration or PERC hearing up to an aggregate of eight (8) hours annually without loss of pay, which aggregation will be restricted to the time of said hearing. The Borough will be provided reasonable written or verbal notice of such meeting, unless time is of the essence.
- C. The Union shall notify the Borough or its designees of the names of current Union officers responsible for processing grievances.
- D. The Union shall not conduct membership meetings on Borough property without written permission of the Borough Manager.
- E. Upon written request of the Union, up to two (2) designated representatives of the UPSEU Unit shall be granted a maximum of three (3) days leave with pay to attend labor mini-conventions and/or seminars provided such leave does not impact Borough operations.

ARTICLE IV SENIORITY, APPOINTMENT AND TRANSFER

- A. Seniority is defined as the total length of service of an employee with the Borough commencing with his/her latest date of hire.
- B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.

- C. Subject to applicable Civil Service rules, all regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period of three (3) months.
- D. The Borough shall provide to the Union/Shop Steward a copy of the Date of Hire list established as of the last payroll of the calendar year.
- E. Transfers may be made by the employer with due regard to the welfare of the employees and the needs of the Borough.
- F. The Union representative shall be notified in writing and notices shall be posted, at least five (5) days prior to any appointment, of the existence of job openings or vacancies, except for professional positions.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure be kept as informal as may be appropriate.

- 1. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate Department Director and having the grievance adjusted without the intervention of the UPSEU.

B. Definition

The term "grievance" as used herein means any controversy arising over the violation, application, interpretation, or adherence to the terms and conditions of this Agreement that may be raised by an individual employee, the Union, or the Borough.

- C. The UPSEU & Unit representative or designee shall have the right to participate in all steps of the Grievance procedure noted below.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

- Step One:
- 1. An aggrieved employee shall institute action with the Department Head through the designated Union representative under the

provisions hereof within five (5) working days of the grievance incident and an earnest effort shall be made to settle the differences between the aggrieved employee and the Borough, with the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

- Step Two:
1. In the event the grievance has not been resolved at Step One, then within five (5) working days following the determination of the Department Head, the matter may be submitted to the Borough Manager.
 2. The Borough Manager or his/her representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

- Step Three:
1. In the event the grievance has not been resolved at Step Two, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with PERC rules.
 2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Borough Manager. In the event the aggrieved elects to pursue Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.
 3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 4. The costs for the service of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
 5. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

- E. Borough Grievances
Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance. Within ten (10) calendar days after filing of the grievance, a meeting shall be held between the representative of the Borough and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Three above.
- F. The Union shall designate two (2) representatives to be on call for grievance purposes.

ARTICLE VI WORKWEEK

- A. The normal work week for full-time employees assigned to the Public Works Department (with the exception of the Administrative Secretary; see Paragraph B of this Article) shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, from Monday through Friday, and then each employee shall have two (2) consecutive days off. Pursuant to and limited by current practice, DPW Supervisors may be required to flex their work hours. (Monday through Friday)

The normal work day shall commence at 7:00 A.M. and terminates at 3:30 P.M. and shall include a thirty (30) minute lunch period.

- B. The normal work week for all other full-time employees assigned to Borough Hall shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week from Monday through Friday.

The normal work day shall commence at 8:30 A.M. and terminate at 4:30 P.M. and shall include a sixty (60) minute lunch period.

- C. All employees may be required to record their work times by means of devices provided for such purpose by the employer. Such recording shall not trigger overtime pay unless otherwise required by law or this Agreement. Such recording shall not be considered or cited by the Union or the Borough in any analysis of whether an employee is exempt from the overtime pay and compensatory time provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 to 219 (and applicable administrative regulations).
- D. The Planning Board and Board of Adjustment Secretary shall receive minute for minute compensatory time for attendance at all meetings.
- E. The Court Administrator shall average thirty-five (35) hours a week on annual basis.
- F. At the Borough's discretion and in accordance with applicable law, the Borough shall have the right to hire a deputy court administrator and violations clerk either on a full-time or part-time basis.

- G. The positions designated in Schedule A are recognized and understood by all parties to be salaried positions and not subject to overtime compensation.
- H. The Health Officer is compensated an extra \$7,000 annually for a Shared Service with the Borough of Wanaque for as long as the Shared Service continues, which are to average forty (40) hours a week on an annual basis.
- I. The Borough, at its sole discretion, can opt to hire a Public Health Nurse Supervisor. If the Borough elects to do so, it can do so either on a full-time or part-time basis at the terms and conditions it deems appropriate, so long as consistent with all applicable laws and regulations.

ARTICLE VII COMPENSATION

- A. Effective as of January 1, 2011, all employees covered by this Agreement shall receive a wage rate increase of 2% over the rate as of the last payroll period of 2010 and as set forth for the particular job classifications noted in Schedule A and B; and
- B. Effective as of January 1, 2012, all employees covered by this Agreement shall receive a wage rate increase of 2% over the rate as of the last payroll period of 2011 and as set forth for the particular job classifications noted in Schedule A and B.
- C. Effective as of January 1, 2013, all employees covered by this Agreement shall receive a wage rate increase of 2% over the rate as of the last payroll period of 2012 and as set forth for the particular job classifications noted in Schedule A and B.
- D. Effective upon the execution date of this agreement all new hires shall be compensated at the discretion of the Borough from sixty-five percent (65%) of the top rate of employees within that title; after eighteen (18) months, the said employee shall be compensated an additional ten percent (10%); after another eighteen (18) months, the said employee shall be compensated an additional ten percent (10%); after sixty (60) months from the date of hire, i.e. twenty-four (24) months from the last increase provided for in this sub-part, the said employee shall be compensated an additional fifteen percent (15%). Employees shall also continue to receive the contracted increases during this period. However, in the event a new hire may possess outstanding qualifications and/or experience in said title, the Borough Manager may, at his/her discretion, hire that particular employee at 100% of said title with prior notification to the Union as to the qualifications and/or experience of said employee.
- E. Longevity
Effective January 1, 2007, the current longevity shall be increased to the following:
(Years of Ringwood service).

Years ten (10) through fourteen (14) -	\$750.00
Years fifteen (15) through nineteen (19) -	\$900.00

Years twenty (20) through twenty-four (24) -	\$1,150.00
Years twenty-five (25) and more -	\$1,400.00

Effective January 1, 2008, crossing guards when employed for ten (10) years with the borough shall be entitled to a longevity increase of twenty-five cents (25¢) per hour.

F. Longevity New Hires

There shall be no longevity for any employees hired after the execution date of this contract.

ARTICLE VIII OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned normal weekly working hours as set forth under Article VI of this Agreement shall be considered overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate Department Head or their designee. At the option of an employee, he/she shall be entitled to receive compensatory time in lieu of payment of overtime.

B. Maximum Comp Time Bank

An employee may receive approved compensatory time up to a maximum of three (3) weeks.

C. Payment of Overtime

1. Employees who are eligible for overtime (Schedule B) and are required to work in excess of their normal work week shall receive monetary compensation as follows:

Employees whose normal work week is thirty-five (35) hours shall be compensated at one and one half (1½) times their regular hourly rate of pay for any time worked over thirty-five (35) hours. Employees whose normal work week is forty (40) hours shall be compensated at one and one half (1½) times their regular hourly rate of pay for any time worked over forty (40) hours.

2. The Municipal Court personnel shall receive holiday rate, which is two and one-half (2½) times their regular rate, for call-out for all holidays. All other call-outs shall be compensated at one and one half (1½) times their regular hourly rate of pay.

All call-outs shall be for a minimum of two (2) hours.

D. Holidays and Sundays

1. Employees who are required to work on a Sunday shall be paid at two and one-half (2½) times their regular rate of pay unless Sunday is considered their regular day of work.
 2. Employees who are required to work on a Holiday shall be paid, in addition to any Holiday pay due under the terms of this Agreement, as follows:
 - a. Where said work occurs between the hours of 7:00 A.M. and 3:30 P.M. for Public Works employees and 8:30 A.M. and 4:30 P.M. for Clerical (office) employees, such pay shall be at the rate of one and one half (1 ½) their regular rate of pay for each hour worked.
 - b. For any hours worked not included within the schedule as set forth in subparagraph (a), payment shall be at the rate of two and one half (2½) times the regular hourly rate of pay.
 3. If any employee shall be absent from work on any day immediately prior to or immediately after any Holiday or Sunday, said employee will be paid at an overtime rate only while he or she has sick days remaining due to him or credit under the terms of this Agreement.
- E. When an employee is recalled for duty, the employee shall receive a minimum of two (2) hours pay at the appropriate rate. Public Works Supervisors recalled for duty shall receive three (3) hours pay at the appropriate rate. Employees may remain on duty for the minimum period and may be required to account for their time in a working function.
- F. For the purpose of this Agreement, emergency is defined as a condition which necessitates corrective action immediately and which requires that employees be called back to work prior to or after their regular scheduled starting time.
- G. Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with overtime hours on the overtime distribution records.
- H. Initial assignment of overtime will be based on the most senior employee being offered the first assignment, and thereafter assignments shall be on a rotating basis as per title seniority by department.
- I. Half hour meal time will be paid for when working all night or during snow storms or an emergency, but not for regular time, which is to remain same as at present.
- J. When required to work in excess of their normal work week, Public Works Supervisors are to receive overtime at one and one-half (1½) times their regular rate of pay or Sunday rate and Holiday rate (where applicable).

Public Works Supervisors shall participate in a stand-by plan. The purpose of a stand-by plan is for immediate response to winter emergency conditions. A minimum of one employee shall be assigned for a period of one (1) week (7 days) to be available during all off duty hours. The employee shall be assigned on a rotating basis by the Director of Public Works. The assignment of a Stand-by schedule shall be made by the Director of Public Works in his or her sole and unencumbered discretion. Personnel will be compensated at a rate of sixty-five dollars (\$65.00) per week for each stand-by assignment; but in the event of a weekend standby only, they will be compensated at the rate of forty-five dollars (\$45.00). The stand-by employee shall be supplied a beeper by the Borough.

ARTICLE IX HOLIDAYS

- A. The following fourteen (14) days shall constitute paid Holidays for all permanent and full-time provisional employees:

New Years Day	General Election Day
Presidents' Birthday	Martin Luther King's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Veterans' Day	New Year's Eve Day

- B. If a paid Holiday falls on a Saturday, the preceding Friday shall be considered a Holiday. If the Holiday falls on a Sunday, the succeeding Monday shall be considered as a Holiday.
- C. If a paid Holiday should occur during an employee's vacation, the employee shall have the option of extending the requested vacation by one (1) day for each Holiday involved or deferring the time for use in the calendar year. The option shall be exercised in writing prior to the requested vacation period in which the Holiday occurs.
- D. Except in the case of authorized paid absences, employees must work the day before and after a scheduled Holiday, if such days are workdays, in order to be paid for such Holiday.

ARTICLE X VACATION LEAVE

- A. Every employee subject to this Agreement shall be entitled to paid vacation leave benefits per annum according to N.J.A.C. 4A:6-1.2 et. seq. and of the Civil Service rules for the State of New Jersey.

Annual vacation leave with pay for all non-supervisory employees covered in this Agreement hired before January 1, 2011 shall be as follows:

	<u>Per Year</u>
First year through five years	13
One day after fifth year to tenth year	16
One day after tenth year to fifteenth year	20
One day after fifteenth year and over	23

Annual vacation leave with pay for all non-supervisory employees covered in this Agreement hired on or after January 1, 2011:

	<u>Per Year</u>
First year through five years	10
One day after fifth year to tenth year	13
One day after tenth year to fifteenth year	16
One day after fifteenth year and over	20

All employees who are entitled to receive up to 19 days of annual vacation leave under the parties Collective Bargaining Agreement shall be entitled to utilize a maximum of five (5) days of such and vacation leave in one-half (1/2) day increments (up to ten (10) one-half (1/2) days)

All employees who are entitled to twenty (20) days or more of annual vacation leave shall be entitled to utilizes up to ten (10) of such annual vacation leave in one-half (1/2) day increments (up to twenty (20) one-half (1/2) days).

Vacation leave shall be applicable to any part-time employee on a pro-rated basis as per N.J.A.C. 4A:6-1.2.

B. Annual vacation leave with pay for all the following employees:

Tax Collector	Public Works Supervisors
Assistant Superintendent of Public Works	Health Officer
Municipal Court Administrator	Tax Assessor
Building Inspector	Treasurer
Recreation	Planning
Recycling Coordinator	

covered in this contract shall be as follows:

	<u>Per Year</u>
First year through five years	15
One day after fifth year to tenth year	18
One day after tenth year to fifteenth year	22
One day after fifteenth year and over	25

All employees who are entitled to receive up to 19 days of annual vacation leave under the parties Collective Bargaining Agreement shall be entitled to utilize a maximum of five (5) days of such and vacation leave in one-half (1/2) day increments (up to ten (10) one-half (1/2) days)

All employees who are entitled to twenty (20) days or more of annual vacation leave shall be entitled to utilizes up to ten (10) of such annual vacation leave in one-half (1/2) day increments (up to twenty (20) one-half (1/2) days).

- C. Vacations must be taken in the calendar year unless exigencies of Borough affairs require otherwise, in which case the employee may either, take the time in that year or receive pay in lieu of vacation.
- D. Any employee may submit a written request to the Borough Manager by November 1 to carry earned vacation leave from one year to the next.

ARTICLE XI SICK LEAVE

- A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4A:1-1.3 et. seq., and of the Civil Service rules for the State of New Jersey.
- B. Service Credit for Sick Leave
 - 1. All permanent employees or full-time provisional employees shall be entitled to sick leave based on their aggregated years of service.
 - 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.
 - 3. In the event that an employee expires prior to using all of their accumulated sick leave, the Borough shall pay said accrued sick leave to the employee's estate or surviving spouse at fifty percent (50%) of the employee's rate of pay at the time of expiration up to a maximum of six thousand five hundred dollars (\$6,500.00).
- C. Amount of Sick Leave
 - 1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Sick leave with pay shall accrue to any part-time employee on a pro-rated basis as per N.J.A.C. 4A:6- 1.3(b).
 - 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

3. Effective January 1, 2008, crossing guards shall be entitled to three (3) sick days annually, but such days shall not be banked.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle one to sick leave, the employee shall notify his/her supervisor within one (1) hour of the employee's usual reporting time.
 - a. Failure to so notify one's supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days at a time, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one certificate shall be necessary for a period of six (6) months.
 - b. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Borough Manager and reported to a representative of the Union.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. As a condition of return to duty, the Borough may require an employee who has been absent due to personal illness, to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing normal duties and that the employee's return will not jeopardize the health of other employees.

4. Employees may utilize five (5) sick days as personal days yearly which, if not utilized, shall continue to accrue as unused sick days. To allow employees flexibility, the time encompassed in five (5) personal days can be taken in one half day increments. To allow employees flexibility, the time encompassed in three (3) personal days can be taken in two-hour (2) increments. The employee shall be required to provide his/her Department Director a general explanation for the necessity of the personal leave day, which shall be of a pressing personal nature. Additionally, an employee shall be required to give reasonable notice, under the circumstances, and the borough may disapprove the selection of a particular day if it would have a serious affect on the operation of the Borough.
5. Failure to complete a work day due to illness shall result in credit to sick time in one-half day increments.
6. An employee shall be compensated at a rate equal to twenty-five percent (25%) of the employees hourly rate for all accrued sick leave hours upon termination of employment regardless of reason, except in the case of termination for just cause. Such compensation shall not exceed six thousand five hundred dollars (\$6,500.00).

ARTICLE XII BEREAVEMENT LEAVE

- A. In the event of death in the immediate family (immediate family shall mean father, mother, sister, brother, husband, wife, child, step child, foster child, legal guardian or legal ward, or grandchild), up to five (5) days annual leave shall be granted for in-state services.
- B. In the event of death in the family (family shall mean mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, where such relative is the actual sister or brother of the spouse, or other relative who is an actual member of the household), up to three (3) days leave shall be granted annually.
 1. If such decedent's funeral is between 450-600 miles away, the employee shall have one (1) extra day of leave where the employee provides proof of distance via newspaper clippings.
 2. If such decedent's funeral is over 600 miles away, the employee shall have two (2) extra days of leave where the employee provides proof of distance via newspaper clippings.
- C. Should an employee require additional bereavement leave days within a calendar year other than provided for in Sections A and B of this Article, then the employee may use his/her accumulated sick leave days, subject to the provisions set forth under Sections A and B. Vacation days may also be used for purposes of bereavement on the same conditions.

**ARTICLE XIII
LEAVES OF ABSENCE**

Every employee subject to this Agreement may be granted a leave of absence according to the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

**ARTICLE XIV
HEALTH INSURANCE**

A. The Health Insurance Plan shall be Aetna Patriot V which shall be the same that was previously provided to the Collective Bargaining Unit, except for the changes set forth below.

1. The insurance plan will only change to the extent that it is required to by operation of law, including, but not limited to changes necessary to conform to New Jersey P.L. 2011, c. 78 and P.L. 2011, c. 79; and
2. Subject to the changes in co-pays and deductibles set forth below:

a. Co-Pay/Deductibles

	<u>Individual Employee Plan</u>	<u>Family Plan</u>
Co-Pay Per-Visit		
- In network	\$20.00	\$20.00
- Out of network	70%/30%	70%/30%
Co-pay Per Hospital Visit	\$25.00	\$25.00
Maximum Out-of-Pocket Co-Pay/Rx Combined with Medical	\$2,000.00	\$4,000.00
Maximum Co-pay For Rx Alone	\$1,500.00	\$3,000.00

b. Employee Reimbursement for Prescription Only

Employee member reimbursed \$250.00 upon Proof of \$1,750.00 out-of- pocket and additional	\$250.00 upon Proof of \$2,000.00 out-of-pocket (including \$250.00 already reimbursed)
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Employee member reimbursed \$500.00 upon Proof of \$3,500 out-of-pocket (including the \$500.00 already reimbursed) and additional	\$500.00 upon Proof of \$4,000.00 out-of-pocket in the aggregate (including the \$500.00 already reimbursed)
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3. Employees are entitled to participate in the Passive Prescription 10% Co-Insurance Discount Card Program, a summary of which is attached as Schedule E.
4. Pursuant to applicable law, including but not limited to P.L. 2011, c.78 and N.J.S.A. 40A:10-16, et seq., no part-time employee who works less than 25 hours per week shall be eligible for health insurance, dental, prescription, and vision benefits, subject to the contributions required by P.L. 2011 c.78, § 42.
5. All employees shall make all contributions for insurance required by applicable law including, but not limited to those contributions required by New Jersey P.L. 2011, c.78 and c. 79. Employees hired after the execution date of this Agreement must contribute the mandated percentage of their base salary toward the cost of coverage provided in P.L. 2011, c.78, § 39, which is recreated as Schedule C to this Agreement.

“Cost of coverage” means [as provided in § 39 of P.L. 2011, c.78]:

The premium or periodic charges for medical and prescription drug plan coverage, but not for dental, vision, or other health care, provided under the State Health Benefits Program or the School Employees' Health Benefits Program; or the premium or periodic charges for health care, prescription drug, dental, and vision benefits, and for any other health care benefit, provided pursuant to P.L.1979, c. 391 (C.18A:16-12 et seq.), N.J.S.40A:10-16 et seq., or any other law by a local board of education, local unit or agency thereof, and including a county college, an independent State authority as defined in section 43 of P.L.2011, c. 78 (C.52:14-17.34a), and a local authority as defined in section 44 of P.L.2011, c. 78 (C.40A:5A-11.1), when the employer is not a participant in the State Health Benefits Program or the School Employees' Health Benefits Program.

“Base salary” means an employee's annual pensionable salary, not including bonuses, overtime, or longevity payment, as set forth on Schedules A and B, and subject to any increases provided for in Article VII of this Agreement, by law, or future contract. For part-time employees that work on an hourly rate, their base salary is that amount which is pensionable. For part-time employees that work on an hourly rate who are not eligible for pension enrollment, their base salary is their hourly rate multiplied by their projected work hours.

Current employees are subject to the four year incremental contribution schedule set forth in P.L. 2011, c.78, § 42 (N.J.S.A. 40A:10-21.1), which is:

One-fourth the amount of the contribution during the first year the contribution is effective;
One-half the amount of the contribution during the second year the contribution is effective;
Three-fourths the amount of the contribution during the third year the contribution is effective;
Full contribution commencing during the fourth year the contribution is effective.

Notwithstanding the execution date of this Agreement, the incremental contributions due in the second, third, and fourth years set forth above shall become due on July 1 of that year, not the anniversary date of the execution date of this Agreement. The incremental contributions set forth above are calculated in Schedule D attached to this Agreement. An increased incremental contribution shall become due as set forth above regardless of whether this Agreement has expired and a new Agreement has not yet been executed.

If an employee's base salary or type of coverage changes during the year, the contribution amounted required by P.L. 2011, c.79, § 39 and 42 changes accordingly.

Notwithstanding the foregoing, every employee must contribute at least 1.5% of base salary towards the cost of coverage. To the extent that any employee will contribute less than 1.5% of base salary under the provisions set forth above and Schedules C and D attached hereto, that employee automatically must contribute 1.5% until his/her percentage contribution increases above 1.5% pursuant to P.L. 2011, c.78, the provisions set forth above, and Schedules C and D attached hereto.

If this Agreement should expire prior to full implementation of the contributions set forth in P.L. 2011, c.78, § 39 and 42, the subsequent Agreement must provide for the remaining contributions to reach full implementation in the incremental manner set forth above, as required by P.L. 2011, c.78, § 79. Once full implementation is reached, the contributions shall be a negotiable item in collective negotiations following expiration of the Agreement which reaches full implementation, as required by P.L. 2011, c.78, § 79.

6. Crossing guards are not eligible for health insurance, prescription drug, dental coverage, but shall be eligible for vision coverage.
7. Eligible employees shall be entitled to the dental coverage under the Delta Dental Premier Plan. The New Jersey Dental Service Plan III-A, or its equivalent, with full orthodontic benefits, for two (2) party coverage to be paid for on a fifty percent (50%) contributory basis by all participating plan members of the bargaining unit and shall become effective on January 1, 1995, for full family

dental coverage for all members of the bargaining unit except School Crossing Guards. Effective January 1, 2009 the Borough will offer a dental plan (Delta Dental, or its equivalent) to the members of the United Public Service Employees Union with partial orthodontic coverage. Two (2) plans shall be offered. Plan A \$1,000.00 annual maximum and a \$500.00 orthodontic benefit. Plan B \$2,000.00 annual maximum and a \$1,000.00 orthodontic benefit. Coverage to be paid for on a fifty percent (50%) contributory basis by all members of the bargaining unit. The current monthly charges are subject to change upon annual renewal of policy.

8. Vision Program

Description	In-network	Out-of-Network
Routine Eye Exam	\$20.00 copay	Not covered
Benefit maximum	One exam every 4 months	N/A

Additional Vision Benefit through AETNA

Keep this chart**handy – it lists the savings available through AETNA Vision SM Discount Program.

Let the AETNA Vision SM Discount Program*supplement your standard vision care benefits. You'll pay less for eyeglasses, contact lenses and nonprescription items-like sunglasses and contact lens solutions. You'll even save on the usual retail charge for LASIK vision correction surgery.

Use your discount each time you visit a participating store. Just Book, browse and save!

- **Book** – Make an appointment or go to a participating store. Choose from

Thousands of independent or national chains such as: Pearle Vision®

Centers, Sears®, LensCrafters®, Target®, JCPenney® and private-practice locations. Visit our DocFind® online provider director, or call 1-800 793-8616 for information on locations.

- **Browse** – Choose from fashionable frames and the latest in lens technology.

- **Save** – Show your AETNA ID card for instant savings.

Lenses per pair (uncoated plastic)

Single vision	\$40.00
Bifocal	\$60.00
Trifocal	\$80.00
Standard progressive (no-line bifocal)	\$120.00

Eyeglass frames (retail prices) 40% of retail prices

Lens options per pair (add to lenses price above)

Standard polycarbonate (includes UV coating And scratch-resistant coating)	\$40.
Scratch-resistant coating	\$15
Ultraviolet (UV) coating	\$15
Solid or gradient tint	\$15
Standard antireflective coating	\$45
Glass	20% off retail
Photochromic glass	20% off retail

Contact lenses

Get a 15% discount (5% on disposables) off retail prices.

Mail-order contact lens replacement program

Call 1-8-00-391-LENS (5367) to order replacement contact lenses. (Mail-order contact pricing is not subject to the discounts received at participating locations.)

Additional vision-related items

Visit any participating location to receive a 20% discount off retail prices.**LASIK procedure**

15% off standard prices of 5% off promotional prices for LASIK services obtained through the U.S. Laser Network. Members must call before scheduling an appointment.

*- This program may not be available o Illinois residents.

**-. EyeMed Services and Compensation Schedule, 1/07. Prices are subject to change

The Borough shall pay vision expenses for all eligible employees covered by this agreement, except as to School Crossing Guards who are not covered by this provision, for the service indicated and up to the amount indicated in the schedules below:

<u>Service or Supply</u>	<u>Payment Limit</u>
Eye Examination	45.00
Frames and Lenses	115.00
Contact Lenses	125.00

Crossing Guards shall be eligible for vision coverage at the same level of benefits to all other employees except Crossing Guards will be afforded this benefit every other year from date of service.

This applies to eye examinations by a duly licensed physician, optometrist or ophthalmologist and changes for coverage eyeglass, lenses, contact lenses and eyeglass frames in connection with the eye examination up to the amount listed in the schedule.

EXCLUSIONS

1. More than one eye examination per person during any calendar year.
2. More than one set of contact lenses or frame and lenses per person during any two (2) consecutive calendar years.
3. Service and materials, (a) in connection with special procedures such as orthoptics and vision training, or (b) in connection with medical or surgical treatment, or (c) provided under worker's compensation benefits.
4. Sun glasses, whether prescription type or otherwise, unless prescribed for user to be worn substantially at all times because of an ocular medical condition.
5. Eye examination required, (a) by an employer as a condition of employment on which the employer is required to provide by virtue of labor agreement or (b) by a government body.
6. Duplicate or spare glasses, or any lenses or frames furnished to a covered individual for duplicate or spare eyeglasses.
7. Any service or supply unless the provider unconditionally requires payment without regard to this insurance.
8. Charges in excess of those usually made when there is no insurance or in excess of the general level in the area.

- B. The Borough shall provide disability benefits for all eligible employees, except for School Crossing Guards (who are not covered by this provision). Under this coverage the employee will pay one-third ($\frac{1}{3}$) of the premium for coverage per annum. The Borough shall maintain the existing disability plan in effect on the effective date of this Agreement.

- C. For those employees who retire at age 60 or thereafter and have completed at least thirty (30) years of employment with the Borough, the Borough shall continue the said employee and spouse under the medical insurance policy then current and applicable to persons covered by this Agreement irrespective of the age of the spouse, but as set forth and limited in this section. The Borough shall annually be responsible to pay only five thousand forty dollars (\$5,040.00) toward the premium for the coverage and said employee shall pay the balance of the cost of the said premium. Upon said employee attaining 65 years of age, the Borough shall no longer be responsible to pay any amount toward premiums and said employee and his/her spouse shall no longer be covered by the Borough's insurance policy. The scope and extent of coverage shall pursuant to the terms of the then-current Agreement. Upon retirement, the qualifying employee shall prepay any additional premium in quarterly payments. The first payment shall be due to the Borough of Ringwood by December 31st of the preceding year in which the health benefit coverage will become available.

To the extent any of this provision conflicts with P.L. 2011, c.78, § 39 and 42 or permits future retirees, as defined by P.L. 2011 c.78, § 42b(2)-(3), to contribute less to the cost of coverage than required by § 39 and 42, this section shall control. The applicable requirements of § 42 to retirees state in full:

- b. (1) Notwithstanding the provisions of any other law to the contrary, public employees of an employer, as those employees are specified in paragraph (2) of this subsection, shall contribute, through the withholding of the contribution from the monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this section apply, in an amount that shall be determined in accordance with section 39 of P.L.2011, c. 78 (C.52:14-17.28c) using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance, and any future cost of living adjustments thereto, shall be used to identify the percentage of the cost of coverage.

As set forth in § 42b(1), the retiree's contribution to cost of coverage is determined by the salary range in § 39 (set forth on Schedule C) which matches with the retiree's retirement allowance.

Future retirees, as defined by P.L. 2011 c.78, § 42b(2)-(3), shall be subject to the incremental contribution schedule described in § 42a and Article XII(A)(5) above if the employee retires prior to full implementation of the required contribution. In that circumstance, the retiree shall continue with the incremental contribution until full contribution is reached, unless the first paragraph of this section applies and requires the retiree to pay more.

Employees retiring from the Borough with thirty (30) or more years of service shall be entitled to the continuation of prescription and vision coverage into retirement at no cost to the employee, provided that this provision is not in conflict with P.L. 2011, c.78 § 39 and 42. To the extent any of this provision conflicts with the aforesaid statute, State Law shall control.

No employee hired after the execution date of this Collective Bargaining Agreement, nor their spouses, shall be entitled to retiree health, prescription drug, vision, or dental benefits.

D. Savings Clause

The Borough has the right to change to a new insurer or to a new plan with the current insurer so long as the benefits provided by the new insurer/plan are the same as those of the preceding plan for co-payments and deductibles and the network of available doctors under the new insurer/plan is at least seventy-five percent (75%) identical to that provided under preceding the plan/insurer.

- E. A employee may choose, at his or her discretion, to forego the health insurance coverage provided in this Article XIV and instead receive from the Borough a payment in the amount of twenty-five percent (25%) of the otherwise applicable premium or \$5,000.00, whichever is less.

ARTICLE XV UNIFORM ALLOWANCE

- A. The Borough shall provide each employee annually with:

- Five (5) pairs of pants
- Five (5) long-sleeve shirts
- Five (5) short-sleeve shirts
- Two (2) pair of work boots
- One (1) light-weight jacket

- B. The Borough shall provide each employee every two (2) years with:

- One (1) set of rain gear with hood
- One (1) heavy-weight jacket

- C. The Borough shall provide each employee every three (3) years with:

- One (1) lifting belt

- D. The Borough shall provide each Water Department employee annually with:
 - One (1) pair of hip boots
- E. The Borough shall provide each Sanitarian, Building Inspector, and Health Officer with one (1) pair of work boots annually.
- F. The Borough shall provide the Tax Assessor with work boots as needed for site inspections.
- G. Each employee must maintain, in good condition, the minimum supply of uniforms provided by the Borough and any replacement which is required will be obtained by voucher system at no cost to the employee.
- H. Allowances for Crossing Guards shall be \$300.00 annually per Crossing Guard.
- I. Employees shall report to work in complete uniform ready to work at their appointed start time.
- J. Public Works Supervisors may wear lighter colored uniforms, i.e. light blue or white, during the summer months.

ARTICLE XVI EDUCATION ASSISTANCE PROGRAM

1. Tuition Aid Program

The Borough shall provide to all full-time employees the opportunity to participate in the Education Assistance Program and to receive financial assistance for tuition. This program is designed to provide opportunity for all full-time and permanent part-time employees who work twenty (20) or more hours per week to improve their job-related skills and job performance and for the Borough to establish a source of trained staff who can effectively contribute to carrying out the mission of the Borough. This program encourages employees to obtain formal education on their own time in approved institutions of higher learning by reimbursing employees for their eligible costs. In addition to formal degree granting programs, the Borough may also approve educational reimbursement to employees who participate in non-degree courses, where those courses or programs directly relate to either the employee's job performance or to skills related to their Borough employment.

With regard to employees hired after the effective date of the Collective Bargaining Agreement, this benefit shall only be available to full-time employees working thirty-five (35) or more hours per week.

The criteria for the Tuition Aid Program is as follows:

A. Undergraduate and Graduate Courses and Programs

Permanent full time employees who have successfully completed their probationary period are eligible for educational reimbursement in the following areas of study: Accounting, Public Administration and Public Health, provided they obtain pre-approval of the courses or programs for which they intend to seek reimbursement.

Courses pursued must not interfere with the applicant's normal Borough job responsibilities.

Educational reimbursement for enrollment and continued participation in undergraduate and graduate degree programs or individual undergraduate courses must be directly related to the employee's specific current job functions, job-related responsibilities, reasonably feasible future job assignments, or conceivable job positions within the areas of study set forth above.

B. Professional Schools

Educational reimbursement for professional schools (i.e. Masters in Public Administration and Public Health) must be recommended in writing by the Department Head and the Borough Manager. The recommendation is evaluated and may be approved only if it has been determined that specific courses for which reimbursement is being requested are directly related to the employee's specific job responsibilities and functions. Professional school tuition reimbursement is subject to the same rates and limitations set for all other graduate studies.

C. Authorization for Special Courses

Educational reimbursement applications for specialized courses of study, such as vocational training for secretarial or general clerical skills, certification or licensing examinations, and certain review courses, are available upon approval of the Department Head and Borough Manager. An employee is eligible for educational reimbursement or non-academic training programs that directly relate to their current specific job function.

D. Coordination with Other Sources of Financial Assistance

All employee applicants must disclose all other training or educational allowances they are receiving on the application for Educational Reimbursement. Employees who are entitled to receive training or educational allowances from other sources (ie. grants, scholarships, veteran benefits) can receive financial assistance under this Program only after funds from these other sources are fully utilized.

E. Educational Reimbursement Payments

Educational reimbursement payments are authorized by the Department Head and the Borough Manager upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "C+" or better at the graduate level for each course taken, provided the applicant is still employed by the Borough on the date the course is completed.

For the applicant to obtain any educational reimbursement they must remain in the employ of the Borough for one (1) year for each year of education completed and this period shall begin immediately after the last completed course. Should the employee leave the employ of the Borough prior to fulfilling this requirement, then the employee must return any reimbursement received under the following schedule:

1. If the employee leaves immediately after completing courses or programs - one hundred percent (100%);
2. If the employee leaves one (1) year after completing courses or programs - seventy-five percent (75%);
3. If the employee leaves two (2) years after completing courses or programs - fifty percent (50%);
4. If the employee leaves three (3) years after completing courses or programs - twenty-five percent (25%);
5. If the employee leaves four (4) or more years after completing courses or programs - zero percent (0%);

F. Educational Assistance Allowance

Actual tuition costs for both undergraduate and graduate shall be reimbursed at a credit rate not to exceed the per credit rate established by Rutgers, The State University at their Main Campus in New Brunswick, New Jersey and the total reimbursement shall not exceed five thousand dollars (\$5,000.00) per calendar year in the aggregate. For employees to be eligible for such reimbursement they must notify the Borough Manager before April 1st of each year.

G. Tax Treatment

The employee is personally responsible for any federal, state, and local taxes which may be due under the current tax laws as a result of having received tuition reimbursement.

2. Required Training and State Certifications

Employees may be authorized to attend training programs or acquire licensure during scheduled working hours subject to approval of the Borough Manager. The Borough shall pay reasonable expenses for meal, lodging, travel, and associated expenses when necessary and may make attendance or acquisition mandatory. All additional costs associated with such mandatory or discretionary programs shall be borne by the employee.

**ARTICLE XVII
MISCELLANEOUS**

A. This Agreement or any amendment hereto shall become final and binding after a Municipal Council Resolution authorizing the Mayor and Municipal Clerk to execute it and after ratification by the Union's membership pursuant to the By-Laws of the Union and execution by the authorized representatives of UPSEU.

B. Jury Duty

If an employee is subpoenaed by the Borough to appear in court during working hours as a witness in connection with Borough business, the Borough shall grant time off with pay to attend Court.

If an employee is called to serve Jury Duty, that employee shall be paid by the Borough of Ringwood the difference between the salary that the employee would ordinarily be entitled to by the Borough of Ringwood without any compensation for overtime, less the amount paid by the judicial system for the employee's time and service as a juror (excluding any travel reimbursement from the judicial system). Payment shall be due the employee upon the employee providing verification to the Borough of the amount of money paid to him or her by the Courts.

C. Two Union Safety Committee representatives will be designated in writing to the Borough Manager by the president of the Union.

D. All Crossing Guards shall be paid their daily hours during periods when school is closed due to snow and ice, up to a maximum of two (2) times per year.

**ARTICLE XVIII
BULLETIN BOARDS**

Bulletin Boards shall be made available by the Borough at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Department Head or designated representative may have removed from the bulletin boards any material which does not conform with the spirit and intent of this Article.

ARTICLE XIX
DEDUCTIONS FROM SALARY

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52: 14-15.9e. Said monies together with records of any corrections shall be transmitted to the Union's office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.
- C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance, which shall represent the members authorization for the union dues deduction. The Union shall indemnify, defend, and hold the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

ARTICLE XX
AGENCY SHOP

- A. Upon the request of the Union, the employer shall deduct a representative fee from the wages of each employee who is not a member of the Union.
- B. These deductions shall commence ninety (90) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- C. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments charged by the Union to its own members.
- D. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action, or claim of loss whatsoever as a result of said deductions.
- E. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month, following the month in which such deductions were made.

- F. The Union shall establish and maintain at all times a demand and return system as required by N.J.S.A. 34:13A-5.5c and 5.6. Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.
- G. This Article is subject to all provisions of N.J.S.A. 34:13A-5.5, et seq.

ARTICLE XXI

NO STRIKE AND NO LOCK OUT

- A. During the term of this Agreement, the Union agrees, on behalf of itself, and insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other concerted job action against the Borough which obstructs or disables government. The Union agrees that such action would constitute a material breach of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XXII

NON DISCRIMINATION

- A. There shall be no discrimination by the Borough or Union against any employee on account of race, color, creed, sex, sexual orientation, or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members, and agents shall not discriminate against, interfere with, restrain, or coerce any employee covered under this Agreement who are not members of the Union.

**ARTICLE XXIII
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXIV
FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE XXV
DURATION**

This Agreement shall become effective as of January 1, 2011. This Agreement shall be deemed to have been in full force and effect from January 1, 2011, through and including December 31, 2013. All monetary benefits hereunder shall apply retroactively to January 1, 2011, unless otherwise set forth in this Agreement or by applicable law and payments of any monies hereby due shall be made as soon after the execution of this Agreement as is practical.

In the event the parties do not enter into a new Agreement on or before midnight of December 31, 2013, then this Agreement shall continue in full force and effect until a new Agreement is executed.

The parties agree that they will exchange written proposals for any proposed changes in this agreement on or before October 30, 2013 and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood, New Jersey on this 15th day of DECEMBER, 2011

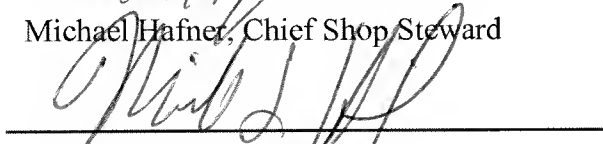
UNITED PUBLIC SERVICE EMPLOYEES
UNION



Kevin E. Boyle, Jr., President



Michael Hafner, Chief Shop Steward

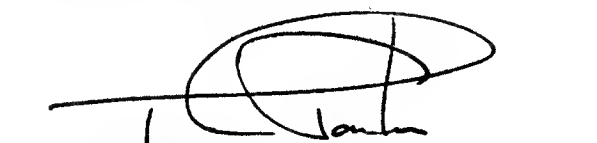


Michael Hirschman, Negotiating Team



William Sullivan, UPSEU

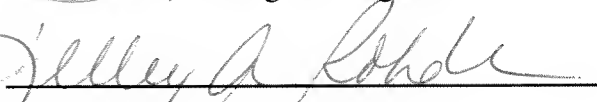
BOROUGH OF RINGWOOD



Ted Taukus, Mayor



Scott Heck, Borough Manager



Kelley Rohde, Municipal Clerk

SCHEDULE A

The succeeding schedule represents all Titles included within the Union which have been agreed by the parties to be salaried and not subject to overtime compensation:

1. Assistant Superintendent of Public Works
2. Assistant Tax Collector
3. Assistant Treasurer
4. Building Inspector
5. Chief Financial Officer
6. Construction Sub Code Official
7. Director of Social Services
8. Director of Welfare
9. Fire Prevention Official
10. Fire Sub Code Official
11. Hazmat Coordinator
12. Health Officer
13. Public Health Nurse Supervisor
14. Recreation Director
15. Recycling Coordinator
16. Tax Assessor
17. Tax Collector
18. Tax Search Officer
19. Treasurer
20. Zoning Officer
21. Sanitary Inspector - Full-Time

SCHEDULE B

The succeeding schedule represents all Titles included within the Union which have been agreed by the parties to be non-salaried and subject to overtime compensation:

1. Accounting Assistant
2. Administrative Clerk
3. Administrative Secretary
4. Deputy Municipal Court Administrator
5. Land Use Administrator
6. Municipal Court Administrator
7. Part-time Clerk
8. Public Works Supervisors
9. Recreation Aide
10. Registrar of Vital Statistics
11. Environmental Health Specialist - Part-Time
12. Secretary Planning Board
13. Secretary Board of Adjustment
14. School Traffic Guard
15. Violations Clerk
16. Property Maintenance Officer (Code Enforcement Officer)

SCHEDULE C

The amount of contribution to be paid pursuant to the provisions of P.L.2011, c.78, §39 and 42, as referenced in this Agreement, for the employee and any dependent shall be as follows:

For family coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;
an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;
an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;
an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;
an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;
an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;
an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;
an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;
an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;
an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;
an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;
an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;
an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;
an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;
an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;
an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;
an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;
an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

For individual coverage or its equivalent -

an employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage.

For member with child or spouse coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;
an employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;
an employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;
an employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;
an employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;
an employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;
an employee who earns \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage.
an employee who earns \$100,000 or more shall pay 35 percent of the cost of coverage.

SCHEDULE D

How to use these tables:

1. The following three tables are used to determine the percent of the health benefit cost an employee contributes towards during the phase-in period and the full payment requirement (4th year) referenced in this Agreement. The tables cover single, employee “plus” (children, spouse, or partner), and family coverage.
2. Use the table that reflects the type of coverage chosen by the employee; then find the employee’s base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year (year one through four).
3. Regardless, the employee’s contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.
4. The tables are based on a 12 month salary.

SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000- 24,999.99	1.38%	2.75%	4.13%	5.50%
25,000- 29,999.99	1.88%	3.75%	5.63%	7.50%
30,000- 34,999.99	2.50%	5.00%	7.50%	10.00%
35,000- 39,999.99	2.75%	5.50%	8.25%	11.00%
40,000- 44,999.99	3.00%	6.00%	9.00%	12.00%
45,000- 49,999.99	3.50%	7.00%	10.50%	14.00%
50,000- 54,999.99	5.00%	10.00%	15.00%	20.00%
55,000- 59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-	6.75%	13.50%	20.25%	27.00%

64,999.99				
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

SCHEDULE E

PASSIVE PRESCRIPTION 10% CO-PAY DISCOUNT CARD PROGRAM

How the Passive Plan Works

There are two ways to fill a prescription:

1. **Retail:** Simply present your written prescription (or have your physician call the pharmacy) and your Express Scripts (ESI) co-pay Card at a **participating** ESI Network Pharmacy OR
 2. **Home Delivery:** The Express Scripts Pharmacy offers patients the convenience of free home delivery of the prescription drugs they use most often. Individuals who require maintenance medications for conditions such as asthma, diabetes, high cholesterol, hypertension or arthritis are usually good candidates for this method. There are four easy methods for ordering prescription drugs prescribed by their doctor:
 - By Mail — using ESI's convenient mail-order envelope
 - Online — by logging onto www.express-scripts.com
 - By Phone — toll-free with a patient care advocate
 - By Doctor Fax — doctors can fax prescriptions directly to our pharmacists
- Pay 10% of the discounted retail price either at a retail pharmacy or via credit card for mail order and your claim will be electronically transmitted from the pharmacy or mail order department to ESI and then to AETNA to be applied to your out of pocket maximum.
 - Once your annual Out of Pocket Maximum for out-of-network claims ** (\$2000/person - \$4000/family) has been satisfied there will be no charge for covered prescriptions for the remainder of the year.

**** Out of Pocket Maximum for out-of-network claims is able to be satisfied by both medical and prescription claims. Prescriptions are paid on an out-of-network basis.**

The "**discounted**" price range for generic drugs is up to 50% off the retail price and up to 25% off the retail price for brand name drugs. Usually the discounts would be on the higher end when using the "home deliver" option. You will enjoy these discounts at any of the ESI Participating Network Pharmacies, including most of the major chains, throughout the U.S. If you are away from home and need to fill a prescription, you may still take advantage of your Discount Program at any **participating** ESI Network Pharmacy throughout the country.

Please remember, if you *do not* present your ESI Co-Pay Discount Card or *do not* purchase your prescription at a participating ESI pharmacy, you will have to pay the full retail price.

SCHEDULE F

Aetna Vision Program

Description	In-network	Out-of-network
Routine eye exam	\$20 copay	Not covered
Benefit maximum	One exam every 24 months	N/A
Eyeglasses/contact lense reimbursement	\$70 every 24 months	Not covered

Additional Vision Benefit through AETNA

Keep this chart** handy – it lists the savings available through AETNA VisionSM Discount Program.

Let the AETNA VisionSM Discount Program* supplement your standard vision care benefits. You'll pay less for eyeglasses, contact lenses and nonprescription items – like sunglasses and contact lens solutions. You'll even save on the usual retail charge for LASIK vision correction surgery.

Use your discount each time you visit a participating store. Just book, browse and save!

- **Book** – Make an appointment or go to a participating store. Choose from thousands of independent locations or national chains such as: Pearle Vision® Centers, Sears®, LensCrafters®, Target®, JCPenney® and private-practice locations. Visit our DocFind® online provider director, or call 1-800-793-8616 for information on locations.
- **Browse** – Choose from fashionable frames and the latest in lens technology.
- **Save** – Show your AETNA ID card for instant savings.

Lenses per pair (uncoated plastic)

Single vision	\$40
Bifocal	\$60
Trifocal	\$80
Standard progressive (no-line bifocal)	\$120

Eyeglass frames (retail prices) 40% of retail prices

Lens options per pair (add to lense price above)

Standard polycarbonate (includes UV coating and scratch-resistant coating)	\$40
Scratch-resistant coating	\$15
Ultraviolet (UV) coating	\$15
Solid or gradient tint	\$15
Standard antireflective coating	\$45
Glass	20% off retail
Photochromic glass	20% off retail

Contact lenses

Get a 15% discount (5% on disposables) off retail prices.

Mail-order contact lens replacement program

Call 1-800-391-LENS (5367) to order replacement contact lenses. (Mail-order contact pricing is not subject to the discounts received at participating locations.)

Additional vision-related items

Visit any participating location to receive a 20% discount off retail prices.

LASIK procedure

15% off standard prices or 5% off promotional prices for LASIK services obtained through the U.S. Laser Network. Members must call before scheduling an appointment.

* - This program may not be available to Illinois residents.

** - EyeMed Services and Compensation Schedule, 1/07. Prices are subject to change.

Ordinance No. 2011-#07 AN ORDINANCE AMENDING ORDINANCE NO. 2009-#23
FIXING THE SALARIES OF THE EMPLOYEES OF THE BOROUGH OF RINGWOOD,
COUNTY OF PASSAIC, STATE OF NEW JERSEY AS NEGOTIATED WITH UNITED
PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

BE IT ORDAINED that the Municipal Council of the Borough of Ringwood, County of Passaic, State of New Jersey as follows:

The 2011 to 2013 annual salaries of the employees of the Borough of Ringwood as outlined in the negotiated fully executed contract with UPSEU.

OFFICERS/EMPLOYEES	2011		2012		2013	
	Salary Range		Salary Range		Salary Range	
Chief Financial Officer	7,307	9,178	7,453	9,362	7,602	9,549
Treasurer	12,420	15,601	12,669	15,913	12,922	16,231
Assistant Treasurer	46,796	58,495	47,732	59,665	48,687	60,858
Tax Collector	45,027	56,557	45,927	57,688	46,846	58,842
Assistant Tax Collector	46,796	58,495	47,732	59,665	48,687	60,858
Tax Search Officer	776	975	792	994	808	1,014
Asst. Supt. Public Works	71,461	89,327	72,891	91,113	74,348	92,935
Recreation Director	29,643	37,054	30,236	37,795	30,841	38,551
Recycling Coordinator	28,082	35,103	28,644	35,805	29,217	36,521
Municipal Court Administrator	49,351	61,989	50,338	63,228	51,345	64,493
Deputy Municipal Court Admin.	40,344	50,430	41,151	51,438	41,974	52,467
Planning Board Secretary	11,975	15,041	12,214	15,342	12,458	15,649
Board of Adjustment Secretary	36,252	45,535	36,977	46,446	37,717	47,375
Administrative Secretary	48,512	60,935	49,483	62,153	50,472	63,397
Administrative Clerk	40,344	50,430	41,151	51,438	41,974	52,467
Accounting Assistant	41,601	52,253	42,433	53,298	43,281	54,364
Public Works Supervisor	57,930	72,413	59,089	73,861	60,271	75,338
Health Officer	75,525	94,864	77,035	96,761	78,576	98,696
Public Health Nurse Supervisor	44,171	55,481	45,054	56,591	45,955	57,723
Sanitarian	50,854	63,568	51,871	64,839	52,909	66,136
Building Inspector	5,424	16,271	5,532	16,597	5,643	16,929
Zoning Officer	8,678	10,847	8,852	11,064	9,029	11,286
Fire Sub Code Official	5,618	7,023	5,730	7,163	5,845	7,306
Construction Code Official	43,390	54,237	44,258	55,322	45,143	56,428
Property Maint. Code Official	8,678	10,847	8,852	11,064	9,029	11,286
Fire Prevention Official	19,253	24,066	19,638	24,547	20,031	25,038
Social Services Director	18,046	22,667	18,407	23,120	18,775	23,582
Tax Assessor P/T	38,300	47,875	39,066	48,832	39,847	49,809
Violations Clerk	35,259	44,074	35,964	44,956	36,684	45,855
Environmental Health Spec. P/T	27.80	34.76	28.36	35.45	28.93	36.16
P/T Recreation Aide (per hour)	18.49		18.86		19.23	
School Traffic Guards (per hour)	14.99	15.64	15.29	15.95	15.60	16.27